

**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES.**

**1 Agreement**

Parallel Project Management Limited (“We”, “Our”, “Us”, “Ours”) agree to provide such Goods and Services that You (“You”, “Your”) may purchase to assist You in undertaking project management training and You agree to pay the sums identified to You on the order form or by other notification method for those Goods and Services.

In this context ‘You’ includes either

- a) Corporate clients engaging in a contract with Us to provide Goods or Services to them or their employees (“Business Client”)
- b) Private individual Consumers purchasing Goods and Services on their own account;
- c) Private individual Consumers purchasing the Goods and Services for a Third Party.

All supply of Goods and Services is for the sole use of the persons named on the order and order acknowledgement (“The Named Individual(s)”). In the circumstances a & c above then You will be required to nominate the Named Individual(s) on the order form or pre or post contract communication.

Goods include physical products, shipped to You (for example study guides). Services comprise access to web site content, downloaded or streamed Licensed Material from Ours or third-party web sites (for example e-learning and podcasts) or attendance at one of Our Events (for example a classroom-based course at one of Our venues, Your venues or elsewhere with a stated start and end date and time).

If You are a private individual Consumer, then the Consumer Protection Act 2017 and the Consumer Protection (Distance Selling Regulations) 2000 apply. These Our Terms lay out how We intend to comply with this legislation in Our agreement with You and We do not seek to interfere in any way with Your statutory rights.

**2. Order process**

You may place an order with Us either through Our web site, via telephone or email. Irrespective of the mechanism, these, our standard Terms and Conditions (“Terms”) will apply. When registering Your order through the web site You will be asked to positively accept Our Terms, where other mechanisms are used then Your attention will be drawn to Our Terms as soon as is practically possible.

In some cases, You may require Us to register Your order on Your behalf and in these cases an account will be created in the name of the Named Individual according to Your instructions and these Terms will become applicable and we will provide You with copies of them (or a link to them) at that time. If upon receipt You decline to accept these Terms You should notify Us by any means immediately and Your order will be cancelled, and no payment or further liability will exist between us.

A contract exists between Us from the time of Our Acknowledgement which is the earlier of

- a) an order acknowledgement from Us either by email, post or telephone, whether Your order was via the web site, telephone or by any other reasonable means.
- b) Your written acceptance of a quotation (by email, post or telephone); or
- c) Our delivery of the Goods or Services; or
- d) Delivery of Our invoice by email to Your nominated email or postal address.

Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Us shall be subject to correction without any liability on Our part.

Our employees or agents are not authorised to make any representations concerning Our Goods and services unless confirmed by Us in writing. In entering into the agreement, You acknowledge that You have not relied on and waive any claim for breach of, any such representations which are not confirmed by Us in writing.

No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of You and Us.

Sales literature, price lists and other documents issued by Us relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods and Services which are capable of acceptance.

**3. Cancellation by You**

Unless the Goods and Services are faulty a sliding scale of cancellation or re-booking charges apply. A re-booking is where You choose to re-book a Named Individual (or a substitute) for another Service or Event. You must request a re-booking or cancellation in writing to us and we will act on it as soon as is reasonably practical to do so. In either of these cases We will charge a re-booking or cancellation fee depending upon the time at which the re-booking or cancellation is received by Us relative to the start date of any Service or Event and these charges are:

Notice period (dates are inclusive)	Cancellation fee	Re-Booking Fee
Less than 14 calendar days’ notice	100%	100%
Less than 20 calendar days’ but more than 14 calendar days’ notice	50%	50%
More than 20 calendar days’ notice	0%	0%

Please note (and importantly) where We have made commitments on Your behalf (for example venue fees or exam bookings) We reserve the right to deduct such sums as may be reasonable (including re-booking or cancellation charges levied on Us) prior to calculating any refund irrespective of whether the Cooling Off Period applies as these constitute items ‘that were personalised or custom-made for you’. Please note that it is not uncommon for Us to enter into these sorts of arrangements as soon as the contract becomes effective.

In the event of You requesting a re-booking and We at Our sole discretion agree, your original order will have deemed to have been changed and the charges outlined above will apply. This modified order will be on the following basis

- a) Payment terms remain in force from the date of the original order
- b) We cannot guarantee to accommodate any requested changes
- c) We will immediately substitute any Named Individual(s) and arrange with the relevant accreditation bodies (which may be irreversible)
- d) Any discounts previously applied may not apply to the re-booking
- e) Any current discounts will not apply to the re-booking
- f) The charges above will be in addition to any changes in price for the Goods or Service reflected in our current list price
- g) Any Cooling Off period will not apply to the new booking.
- h) Only one re-booking will be allowed

All prices regarding the examinations (where applicable) are set by external bodies and outside of Our control and as such are subject to change without notice and the terms under which these services are provided are covered by the requisite accrediting bodies’ own terms and conditions.

Such reasonable increases will be notified to You but will not be considered a substantive change that materially affects Our agreement. You may choose to cancel Your order if You consider any revised pricing unacceptable, but the cancellation terms above will apply.

**4. Cancellation by Us**

Our objective is to never cancel a face to face or virtual event once We have acknowledged Your booking, however from time to time and for reasons that are beyond Our reasonable control We may choose to cancel Your Event. When this occurs, We will inform You and suggest alternative reasonable arrangements if practical. If You choose to not take up these alternative arrangements,

We will return the full price paid by You as soon as reasonably practical and no further liability will be due on either side.

We strongly recommend You check with Us prior to making any travel, hotel or other arrangements to ensure the Event details are confirmed and We will not be liable for any of Your out of pocket expenses whatsoever as a result of cancellation by You or Us unless We have provided written assurance that it is safe to go ahead and make such arrangements.

**5. Payment**

The price to be paid will be clearly stated on the order form and it will also show any relevant duties or taxes applicable to Your order. Payment is due at the time of the contract and We allow 30 days payment terms, notwithstanding this and in any event, payment must be made on or before the working day prior to the commencement of the Service or Event. You may be refused entry to the venue if this is not the case. It is Our policy in most circumstances to release Your log-in details for Services and ship Goods prior to payment to assist in speeding up Your learning journey but this concession does not affect the fact that these Services and Goods remain Our property until payment is received.

The time of payment shall be of the essence of these Terms. If You fail to make any payment on the due date in respect of the price or any other sum due under these Terms then We shall, without prejudice to any right which We may have pursuant to any statutory provision in force from time to time, have the right to charge You interest on a daily basis at an annual rate equal to the aggregate of eight per cent and the base rate of Nat West Bank Plc from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

**6. Privacy**

We take the protection of your personal data very seriously and our approach is documented in Our General Privacy Statement which is available on [www.parallelprojecttraining.com](http://www.parallelprojecttraining.com).

**7. Availability of the web site and online resources (Online Services)**

These Online Services are provided “as is” and on an “as available” basis. We give no warranty that the Online Services will be free of defects and / or faults. To the maximum extent permitted by law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. We accept no liability for any disruption or non-availability of the Online Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, hacking, power failure, natural events, acts of war or legal restrictions and censorship, but we will work to try and restore service at the earliest possible time.

Whilst the Online Services have been thoroughly checked and trialled in a number of operating environments We do not guarantee that they will be accessible by You and You retain the liability for making any adjustments or amendments to Your own operational environment (e.g. web browsers) if necessary to enable them to function.

Use of our web site is subject to our web site terms and conditions.

**8. Creating and Using an Account with Us**

In order to access Your Services on Our web site, You will be required to create an Account. If You do not accept these Terms at the time it could materially affect Our ability to fulfil Our contract with You and You should contact Us immediately.

By purchasing the Services, You agree to keep logins confidential and for the use of the Named Individuals only and not allow others to use those details.

**9. Termination**

We may terminate Our agreement immediately if:

- a) You are in breach of any of Your obligations hereunder and in which case We shall retain any sums already paid to Us by You without prejudice to any other rights We may have whether at law or otherwise;
- b) You have entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with Your creditors generally or have an administrator, administrative receiver or receiver appointed over all or a substantial part of Your undertakings or assets;
- c) You have become bankrupt or shall be deemed unable to pay Your debts by virtue of Section 123 of the Insolvency Act 1986;
- d) You cease or threaten to cease to carry on business; or
- e) any circumstances whatsoever beyond the reasonable control of Us (including but not limited to the termination of the service through no fault of Us) that arise that necessitate for whatever reason the termination of the provision of services.

**10. Sub-Contracting**

We may sub-contract the performance of any of Our obligations under these Terms and Conditions without Your prior written consent and in such cases, We shall not be responsible for every act or omission of the sub-contractor as if it were an act or omission of Us.

**11. Liability and Indemnity**

Except in respect of death or personal injury caused through Our negligence, We will not be responsible for any representation, implied warranty, condition or other term, or any duty at common law or

under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Us or Our agents or otherwise) in connection with the performance of Our obligations under these Terms or with the Use by You of the Goods and Services.

You shall indemnify Us against all damages, costs, claims and expenses suffered by Us arising from loss or damage to any equipment (including that of third parties) caused by You, Your agents or employees.

Our total liability to the You, other than for death or personal injury caused by Our negligence or for fraud, for any losses costs expenses or damages under these Terms shall be limited to the total Fees paid or payable by You to Us in relation to the specific Goods and Services to which the claim relates.

#### 12. Non-Solicitation

Until the expiry of six months after completion of a service, You will not solicit the employment or services of any of Our staff, associates or agents who have been engaged in connection with the supply of Goods and Services to You. Liquidated damages for breach of this provision payable by You in breach of this clause shall be equal to fifty percent (50%) of the annual gross salary or annual service fees (whichever is the greater) of that person in their engagement with Us.

#### 13. Intellectual Property

All Goods and Services are Our property, or that of Our affiliates as is any material used in the delivery of any Service (e.g. slide material, course notes, streamed e-learning). By continuing to use the Goods and Services You acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

We hereby grant to you a non-exclusive royalty free, perpetual license to use Our Foreground and Background IPR for your internal business or personal purposes only, and solely in pursuit of the delivery of the Services to which this agreement relates and provided always that You shall not by way of trade or otherwise duplicate, license, use, lend, resell, hire out, or otherwise circulate it without Our prior written permission save for such uses as are allowed under applicable law unless otherwise indicated or You are given express written permission by Us to do so.

You hereby assign with full title guarantee to Us a non-exclusive, royalty free, perpetual license to use any co-developed Foreground IPR upon creation which relates to this agreement. Such assignment shall take effect as a present assignment of future rights.

You shall promptly inform Us in writing of any infringement or alleged infringement of our IPR, or any allegation coming to Your attention that the Services, IPR infringe any person's intellectual property rights.

All Web Site Content may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

Where You require Services to be provided by Us to Your specifications or require Us to incorporate Your materials within the Services, You shall fully indemnify us from and against all losses or expenses (including reasonable legal expenses) suffered or incurred by Us as a result of a claim that the provision of the Services and/or use of the Your materials infringes any person's Intellectual Property Rights

#### 14. Third Party Intellectual Property

Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

You may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated by Us or in Our Terms unless given express written permission to do so by the relevant manufacturer or supplier.

#### 15. Assignment

We may assign the Contract or any part of it to any person, firm or company. You shall not be entitled to assign the Contract or any part of it without Our prior written consent.

#### 16. Delivery and Performance

Delivery of Goods shall be made by Us delivering the Goods to the place in the address specified in the Order. We are not able to agree an exact date for this to take place but in most cases, it will be 2-3 business days following Your Order for Goods. We may make supplementary charges where the Delivery costs exceed the normal UK delivery charges, for example overseas. In these cases, We will seek Your agreement to these supplements as soon after receiving Your order as possible. If these are unacceptable You may cancel Your order forthwith and no payment will be due.

Delivery of the Services shall be made by Us by providing suitable joining instructions, web site access and log in instructions to the Named Individual.

In some circumstances where You are required to deliver information or take action (for example completing examination applications) then You must do so in a timely way and failure to do so may result in delays that will be considered as outside of Our control and You will be liable for any of Yours or Our losses incurred as a consequence. Delivery of Services normally requires a notice period where group bookings are made for delivery to You at Your premises. This notice period may vary according to the nature of the Services and will be the subject of agreement between us prior to the contract becoming effective. Any changes will be the subject of Our cancellation and re-booking terms.

#### 17. Customer's Default

If You fail to make any payment on the due date then, without prejudice to any of Our other available rights or remedies, We shall be entitled to:-

- a) cancel the order or suspend any further deliveries of Goods or Services to You;
- b) appropriate any payment made by You to such of the Goods or Services and (or the Goods supplied under any other contract between You and Us) as We may think fit (notwithstanding any purported appropriation by You).

This condition applies if:-

- c) You fail to perform or observe any of Your obligations hereunder or are otherwise in breach of the Contract; or
- d) You become subject to an administration order or make any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
- e) an encumbrancer takes possession, or a receiver is appointed, of any of Your property or assets; or
- f) You cease, or threaten to cease, to carry on business; or
- g) We reasonably apprehend that any of the events mentioned above is about to occur in relation to You and notify You accordingly.

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If this Condition applies then, without prejudice to any other of Our available rights or remedies, We shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to You, and if the Goods or Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### 18. Communications

Communication between Us will be in the form of email or post. In the interests of expedience this may be by telephone but in all cases must be followed by a confirmation by email or post. The email address to be used is any with the domain suffix of @paralleprojecttraining.com.

No other communication method is acceptable (e.g. text message).

#### 19. Force Majeure

In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond their control including but not limited to war, national emergency, flood, earthquake, strike or lockout the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations. This clause shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

If and when the period of such incapacity exceeds six months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

#### 20. Waiver

No waiver by Us of any breach of the Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provision

#### 21. Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Our Terms and the remainder of the provision in question shall not be affected thereby.

#### 22. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### 23. Governing Law and Jurisdiction

These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.